

INTERFUND LOAN AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND THE BORONDA COUNTY SANITATION DISTRICT

This Loan Agreement (“**Agreement**”) is executed as of June 30, 2020, between the Boronda County Sanitation District (BCSD) (“**Borrower**”) and the County of Monterey (“**Lender**”). Lender agrees to lend to Borrower, and Borrower agrees to repay to Lender an amount not to exceed the Principal Amount and interest accrued on the unpaid loan balance, in accordance with the following:

1. Purpose of the Loan:

To provide funds for use by Borrower, to fund Borrower’s operations and management costs related to Resource Management Agency staff time, sanitation system repairs, and equipment procurement costs and associated expenses. The loan shall account for borrowing between the Boronda County Sanitation District Fund, Fund No. 156 and the Cannabis Tax Assignment, Fund 001, Balance Sheet Account 3132.

2. Principal Loan Amount:

Not to exceed Forty-six thousand seven hundred fifty and no/100 Dollars (\$46,750). The loan will be recorded as a receivable to the Lender and payable to the Borrower.

3. Term of the Loan:

The term of this loan shall begin one year after a sewer rate increase has been established that includes provisions for loan payback into the rates and the outstanding loan balance is to be repaid by the payoff date established in the rate study.

4. Scheduled Payments:

Borrower shall make payments each fiscal year beginning one year after a sewer rate increase has been established and the District’s cash balance is at least ten percent (10%) of its operating expenditure budget. Such payments are due within thirty (30) days following the final closing of the Borrower’s Financial Books for each fiscal year. At a minimum, annual Scheduled Payments shall equal the amount of any accrued interest through June 30 of that fiscal year plus a principal payment equal one-tenth (1/10) of the original principal amount.

5. Repayment Source:

Borrower must maintain positive cash balance of at least ten percent (10%) of its operating expenditure budget to be able to repay the loan; excess cash balance (over the 10%) should be used to make scheduled payments and catch-up payments. Missed scheduled payments shall be reported by the Boronda County Sanitation District to the Monterey County Board of Supervisors and the District Board annually, no later than 90 days past June 30.

6. Rate of Interest:

Simple interest shall accrue annually on June 30 on the outstanding principal loan balance at the variable rates based on the County Treasury Pooled Interest Rate. Loan interest will be recorded as revenue to the Lender and expenditure to the Borrower.

7. General Provisions:

This Agreement constitutes the full Agreement by and between the parties and no other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been reduced to writing and executed by both parties.

Borrower must maintain positive cash balance of at least ten percent (10%) of its operating expenditure budget to be able to repay the loan; excess cash balance (over the 10%) should be used to make scheduled payments and catch-up payments. Missed scheduled payments shall be reported by the Boronda County Sanitation District to the Monterey County Board of Supervisors and the District Board annually, no later than 90 days past June 30.

LENDER: County of Monterey

Fund Name: Cannabis Tax Assignment, Fund 001, Balance Sheet Account 3132

By:  _____ Date: 07-28-2020
Chris Lopez, Chair of the Board

BORROWER: Boronda County Sanitation District

Fund Name: General Fund, No. 156

By:  _____ Date: 07-28-2020
Chris Lopez, Director of the Board